

Bid Number.....: 04-00000210  
Vendor Number....: 60759

Buyer.....: FHR  
Date Printed....: 5/07/04

City of Lynchburg VA  
Procurement Division  
900 Church Street  
Lynchburg, VA 24504  
Phone Number.....: (434) 455-3970  
Fax Number.....: (434) 845-0711

Sealed bids, subject to the conditions and instructions herein, will be received in this office until but, no later than 6/03/2004 at 14:00 and then publicly opened, for furnishing the following supplies, and/or services.

*Flourence Randolph*  
Administrative Secretary

COMPANY NAME/ADDRESS:

COMPANY NAME/ADDRESS:

Read attached terms and conditions and sign:

In compliance with the above invitation for bid, and subject to all the conditions hereof, the bidder warrants that prices, terms and conditions quoted are firm for 60 days from the date of bid opening.

Quoted By and Date

Telephone Number

Fax Number

Terms of Payment

Item Description	Estimated Quantity	Unit of Measure	Unit Price
*** Please bid per unit only ***			
1 CITY OF LYNCHBURG IS SEEKING SEALED BIDS FOR SLUDGE HAULING CANISTERS FOR THE LYNCHBURG REGIONAL WASTEWATER TREATMENT PLANT, PER ATTACHED SPECIFICATIONS.	8.0000	Each	\$ _____
A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD ON MAY 19, 2004 AT 10:00 A.M., AT THE LYNCHBURG REGIONAL WASTEWATER TREATMENT PLANT LOCATED AT 2301, CONCORD TURNPIKE, LYNCHBURG, VA. CONTACT ALVIN RUCKER AT 434/847-1634 FOR MORE INFORMATION.			
THE CITY RESERVES THE RIGHT TO CONSIDER DIFFERENT BRANDS OR MODELS MEETING THE INTENT OF THESE SPECIFICATIONS WHICH OFFER THE BEST OVERALL VALUE TO THE CITY, AND MAKE AN AWARD IN THE BEST INTEREST OF THE CITY.			
POTENTIAL BIDDERS MAY CONTACT THE PROCUREMENT DIVISION LISTED ABOVE REGARDING QUESTIONS PERTAINING TO THIS BID.			

**Invitation for Bid  
Lynchburg Regional Wastewater Treatment Plant  
Sludge Canisters**

**The Lynchburg Regional Wastewater Treatment Plant currently has a fleet of seven hook-lift roll off canisters (referred to as canisters) of varying designs used to store and haul lime stabilized sludge. These canisters are intended to primarily transport up to 26 U.S. tons of sludge and waste of varying consistency from the Wastewater Treatment Plant approximately 1 1/2 miles up a severe grade of approximately 12% to a disposal site. The materials being hauled are fluid in nature and have a tendency to stick to surfaces.**

**Over the next five to ten years the City expects to build a fleet of approximately 15 canisters including replacing existing canisters as they reach the end of useful life.**

**Below is a standard specification to be used for those purchases. Each item has a place for vendors to mark whether they have included or not included that item in their bid. Any items not checked on the returned bid will be considered included with no exceptions. Yearly purchases will be based on available funds and cost of the units. The first orders are planned for May-June of 2004 and July-August 2004.**

**We are currently requesting bids from vendors to supply these containers. The specifications supplied are minimal, and based mostly on the aluminum canisters currently in service with modifications to improve functionality. We are asking vendors to include any recommendations for modifications to handle loads as specified.**

**The base bid is for an aluminum body; however, we are also requesting the cost for a similar canister of steel with an epoxy coating. The City currently has both types and will have sole determination for the final decision on type and number purchased based on available funds and our experience with the lifecycle cost of the containers including purchase, operation and maintenance. Dependent on unit cost the city will take delivery of a number of canisters in the current fiscal year, and the remainder in the next fiscal year beginning July 1, 2004. Generally there is limited expectation that any will be completed for delivery before July 1, 2004.**

**The purchase of Watertight Aluminum Dump Canisters for use with hook-lift roll off system with the following specifications: the canister must operate efficiently with the Amperoll hook-lift system currently installed on the City's four Tandem trucks (For information on the hook-lift system contact Mike Chapman at Cavalier Equipment, PO Box 310, Cloverdale, VA 24077.) Successful vendor must supply a design and canisters which will operate smoothly and efficiently on the existing Amperoll hook-lift system without modifications to the existing hook-lifts. The City has seven sludge canisters, and in excess of 15 recycling bins currently in use which can not be modified but must work with all trucks. Pictures one through six provide an example of two of the canisters currently in use at the loading bays at the Wastewater Plant, and one of the trucks with the hook-lift.**

## Specifications

### A-Frame/support rails

1. Hook-lift A-frame must be compatible with the hook-lift currently in use by the City. It must support and lift a total weight load up to 65,000 pounds. The bottom rails must be a minimum of 2 inch x 8 inch solid or equivalent. A-frame lift rails (front) must be at least 3/8 inch x 2 inch x 10 inch channel. All rails and parts must line up with the existing hook-lift track rollers and frame (see picture 7.)  
\_\_\_\_\_ Included in bid price    \_\_\_\_\_ Not Included
2. Total length from the front of A-frame to last protruding rear part shall not exceed 23 feet.  
\_\_\_\_\_ Included in bid price    \_\_\_\_\_ Not Included
3. Total height when canister rails are sitting on the ground shall not exceed 8 feet.  
\_\_\_\_\_ Included in bid price    \_\_\_\_\_ Not Included
4. Total width at widest spot shall not exceed 8 feet, or legal road width.  
\_\_\_\_\_ Included in bid price    \_\_\_\_\_ Not Included
5. Hook Pin shall be mounted so it is not blocked by any other components and may be accessed at up to 60 degrees from straight in line with the containers.  
\_\_\_\_\_ Included in bid price    \_\_\_\_\_ Not Included
6. Hook pin shall be 63 inches above ground (when canister rails are setting on ground). Minimum diameter of the lift pin shall be 2.5 inches with correct arch and rolled forward at approximately 45 degrees from vertical. See picture 8 and 8A.  
\_\_\_\_\_ Included in bid price    \_\_\_\_\_ Not Included
7. Two wings shall be a minimum 48 inches long,  $\frac{3}{4}$  (0.75) inches thick, and extend approximately 3 1/2 (3.5) inches and shall be angled at each end. They shall be located on the outside of each bottom rail in a position to serve as a continuous guide and hold down to prevent the canister from moving side to side or separating from the frame rail during travel or dumping process but not interfere with the loading and unloading process. See picture 9, 10 and 11.  
\_\_\_\_\_ Included in bid price    \_\_\_\_\_ Not Included

### Aluminum/Steel Canisters

Final demonstration for each unit will be: the completed units must be filled with a minimum of 15 tons of wet material/sludge (19% solids), loaded on the truck, travel to the disposal site without seepage of the material, dump and return to the Wastewater Plant.

1. Canisters shall be compatible with cab, chassis, and hook-lift system and completely watertight.  
☐ Included in bid price    ☐ Not Included
2. Length of canisters shall be 22 feet, front to outside of tailgate plus the A-frame lift arm.  
☐ Included in bid price    ☐ Not Included
3. Exterior width shall be 8 feet for the entire length of the canister.  
☐ Included in bid price    ☐ Not Included
4. Front, sides, and tailgate shall be made of the same material and the same height for the full canister. Canister height shall be 76 inches at front and rear as measured from inside floor of container to top rail. Hinges and other accessories may extend above the top rails with approval. See attached rough sketch.  
☐ Included in bid price    ☐ Not Included
5. Using the above given measurements will yield approximate inside dimensions of 21 feet 4 inches long x 7 feet 4 inches wide x 76 inches tall. Based on these dimensions, the canisters shall have an approximate volume of 979 cubic feet (36.2 cubic yards).  
☐ Included in bid price    ☐ Not Included
6. Tailgate style: Air operated latches with watertight seal having a minimum of four air operated latches and two manual hand clamp latches.
  - There shall be a total of four air latches (see picture 12).  
☐ Included in bid price    ☐ Not Included
  - One air latch shall be located below the tailgate about 2 1/2 feet from each side (see pictures 12, 16, 17 and 19).  
☐ Included in bid price    ☐ Not Included
  - One air latch shall be located on each side of the tailgate about 12 inches from the bottom (total of four air latches - see Picture 12, 15 and 19).  
☐ Included in bid price    ☐ Not Included
  - Any rod adjustments or connections inside of the body shall have access holes with plates bolted over to allow for future field repairs and adjustments (see picture 18).  
☐ Included in bid price    ☐ Not Included
  - The air operated latches open when air is applied, then close and lock when air is taken off.  
☐ Included in bid price    ☐ Not Included
  - When in released (open) position with air on, the latches shall not fall or move where they are trapped or caught by the tailgate when closing.  
☐ Included in bid price    ☐ Not Included

- The connection for the air line should be a 3/8 inch male pipe thread located over the drivers side rear fender at an approximately 45 degree forward angle (see picture 18A), but does not extend down where it will be damaged when can is on the ground or being loaded on and off truck.  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Two manual hand clamp latches must be capable of holding the tailgate closed in case of air latch failure or damage. These manual clamp latches shall be located on the side within 4 inches from the bottom of tailgate (see picture 12).  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- When the manual hand clamp latch is released it shall swing clear of the tailgate and latch in position against the body (see picture 14) with a holding device to prevent it from swinging under the tailgate during the dumping process.  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Manual hand clamp lathes are to have a removable pin to allow for replacement (see picture 15) without welding or special tools.  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- The handle for opening the clamp shall be approximately 8 inches long (see picture 13).  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- The clamp shall be similar in design to the picture to allow for standardizing.  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Provide two extra manual fastening clamps and one set of rubber seals per canister.  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Vendor shall cap the tailgate pipe connection and the City shall furnish and install quick connects to mate with those in use on the truck when the canister is put in service.  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**7. Each canister shall have three rollers mounted on the rear, meeting the following specifications (see pictures 12 and 19).**

- One in the center between the air latches.  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- One mounted less than 2 inches of each side.  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Rollers shall not interfere with the operation of the air latches.  
       \_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

- Rollers shall be mounted so that all rollers are in the same plane and provide equal load bearing during the loading, unloading and rolling process. They should all make contact and roll on a flat surface.  
\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Roller shall be a minimum of 12 inches in diameter.  
\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Roller width shall be a minimum 10 inches.  
\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Material thickness of the roller shall be a minimum of ½ (0.5) inch thick.  
\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Roller shaft diameter shall be a minimum of 1 ½ (1.5) inches. The shaft shall be one piece and continuous through the roller. Shaft supports shall be made of ¾ inch material and be designed similar to pictures.  
\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included
- Each side of all rollers will have an individual standard grease fitting mounted, to be accessible from the rear of the truck when the canister is on the truck. Location shall not require crawling or going under the truck to access. This fitting is to supply grease to the shaft where it meets the roller axle shaft.  
\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**8. Minimum Floor Thickness: 3/8" 5454-H32 Aluminum**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**9. Minimum Side Thickness: 3/16" 5454-H32 Aluminum**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**10. Minimum Tailgate Thickness: 3/16" 5454-H32 Aluminum**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**11. Minimum Front Plate: 3/16" 5454-H32 Aluminum**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**12. Minimum Cross Members: 4" X 3.2lb/ft I-Beam, 6061-T6 on 12" centers**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**13. Minimum Longitudinal: 6" X 6.18lb/ft I-Beam, 6061-T6**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**14. Minimum Bottom Rail: 3/16" formed, 5454-H34 or 6061-T6 Aluminum**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**15. Minimum Top Rail: 3/16" formed, 5454-H34 or 6061-T6 Aluminum**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**16. Minimum Underbody Gussets: 3/16", 5454-H34 Aluminum**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**17. Canisters shall be equipped with external dirt shedders.**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**18. Tailgate hinges shall have grease fitting mounted facing the rear of truck.**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**19. Side panels and tailgate exterior and interior welding: 100%**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**20. Understructure Welding: 40% minimum**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**21. Sloping Inside Bottom Rails**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**22. Bracket on top of tailgate for attachment of Spreader Chains:**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**23. Spreader Chain Brackets on side of tailgate and frame for setting spread.**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**24. Front plate to be sloped at the bottom inside and out with diagonal cross welded material between the bottom rails and the a-frame lift rail (see pictures 4 and 7).**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**25. Different type metals shall be connected by appropriate dielectric process.**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**26. The canister shall have no cross members or rails spanning any part of the top, tailgate opening or inside which will impede the loading or trap material inside the canister when dumping. (See picture 6 and 20)**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**27. The inside of the canister shall be designed and built to provide a smooth surface to reduce the entrapment of materials when dumped. All seams should be butt welded and rounded. All corners are to be rounded or fillets. (See picture 6 and 20)**

\_\_\_\_\_ Included in bid price \_\_\_\_\_ Not Included

**28. Canisters to be equipped full length with walk rail/tarp bar on left and right sides 27 inches above ground level when the canister is setting on the ground. The rail shall be made of 1/4 x 2 inches bar stock mounted vertically or other similar material to hold a 350 pounds**



person. Rail will be attached at each side support. Must be strong enough to support person climbing on it (see picture 2, 4, 20 and 21).

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

29. Six outside steps on left and right side of same material as canister. Steps and rail should be made of same material. Steps shall be made of 1/4 x 2 inches bar stock mounted vertically or other similar material to hold 350 pounds person. The walk rail/tarp bar may serve as the second step. Steps are to be evenly spaced at approximately 12 inch intervals, and should be located at plus or minus 1 inch from elevations below with the container setting on the ground (elevations include the hook lift rails) (see picture 20 and 21):

First step	15 inches from ground
Second step	27 inches from ground (walk rail/tarp bar)
Third step	39 inches from ground
Fourth step	41 inches from ground
Fifth step	63 inches from ground
Sixth step	72 inches from ground 4 inches from top

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

30. Walk rail on each side shall have two black stripes divided by reflective orange stripe the full length, the tailgate shall have two orange reflective stripes, one across the bottom and one midway between the top and bottom, the front A-frame shall have one on each diagonal from top to bottom (see picture 1 and 20).

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

31. All ferrous metals must be primed and painted (color to be approved by LRWWTP) with high grade epoxy paint or other rust protection approved by the City.

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

32. A-frame shall be properly mounted and tested for at least one half-hour for correct fit & functioning of all components. All workmanship shall be of the highest quality. All incidental items required for trouble-free operation of dump body and tailgate are the responsibility of the seller.

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

33. Plus All Standard Equipment.

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

34. Plus all State and Federal required safety equipment.

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

35. Please State Delivery Date.

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**36. Please provide at least four other customers that you have supplied canisters for, with at least one or more being used for sludge hauling, for references. Include contact information.**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

#### **Warranty & Parts**

**1. Please provide warranty information for canisters. All warranties are expected to be one year minimum.**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**2. Warranty work will be performed within a 20-mile drive of the Lynchburg Regional Wastewater Plant on the complete unit. For warranty work performed outside this area vendor shall pay shipping or transportation cost. Vendor to pay costs due to excessive warranty work requirements. Warranty period to begin date that canisters are put into service.**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**3. Please State Name, Address, Telephone Number, and where warranty can be performed.**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**4. Please attach literature describing warranty in detail.**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**5. Good parts availability must be demonstrated. Parts to be priced at guaranteed factory wholesale or a cost-plus percentage basis.**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

#### **State Your Policy**

**1. All exceptions to specifications must be made in writing by the bidder and supplied with the bid.**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**2. If the containers are not delivered on the date indicated the City reserves the right to cancel the order and purchase the units from another supplier.**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**3. Terms of less than "Net 20" cannot be accepted.**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**4. Deliver and bill to:**

\_\_\_\_\_ Included in bid price      \_\_\_\_\_ Not Included

**Lynchburg Regional Wastewater Treatment Plant  
2301 Concord Turnpike  
Lynchburg, VA 24501**

## **Alternate**

**Supply similar container made of carbon steel and painted (inside and out) with aluminum high gloss epoxy paint. When quoting costs for alternate canisters please include any required specification changes to handle the loads because of use of stronger or weaker material over aluminum.**

**Before final construction the vendors representative shall visit plant site and review existing units to ensure compatibility and confirm measurements. The vendor shall assume all responsibility for canister working with the existing system and street legal. Exiting vehicles are not available for extensive down time or travel to allow for manufacturing. One truck will be available at vendors transportation cost for one trip to ensure proper fit and operation of the first units.**

**Delivery must be coordinated with the City and should include all cost including unloading in the vicinity of the plant where the hook-lift may be used to load the canister and return it to plant site.**

**Include any additional discount if a greater quantity is ordered or any increases if additional containers are ordered at a later date. State any discounts or maximum increases for contract to supply needed canisters over the next three to five years.**

**Total cost of each Aluminum Canister with Steel hook lift frame**

**\$ \_\_\_\_\_**

**Discount for purchase of additional units at the same time**

---

**Total cost of each Alternate (Steel) Canister with Steel hook lift frame**

**\$ \_\_\_\_\_**

**Discount for purchase of additional units at the same time**

---

**Non mandatory Pre-bid conference will be held on Wed May 19<sup>th</sup> at 10 am at the Lynchburg Regional Wastewater Treatment Plant located at 2301 Concord Turnpike, Lynchburg VA. Contact Alvin Rucker at 434-847-1634 for more information.**

## **Escalation Clause**

**Due to the volatility in the metals market, vendors may include an escalation clause based on metal cost only (please include cost of metal per pound). A signed certificate or statement from your supplier indicating the cost, and that they are your main supplier for this material weight of**

unit, must be included. Escalation clause will be used to adjust the price, if necessary, on the date of the order.

**Canister price based on metal cost per pound**

	<b>Cost per pound</b>	<b>Unit weight</b>
<b>Aluminum</b>	_____	_____
<b>Steel</b>	_____	_____

**Drawings**

**Vendors to supply a drawing of the canister with their bid.**

## Examples of Canisters and Hook lift trucks in use



Picture # 1



Picture # 2



Picture #3



Picture #4



Picture #5



Picture # 6

## Hook-lift a-frame and lift Pin



Picture # 7



Picture # 8



Picture # 8 A

## Wings mounted on sides of rails and lock on hook lift



Picture # 9



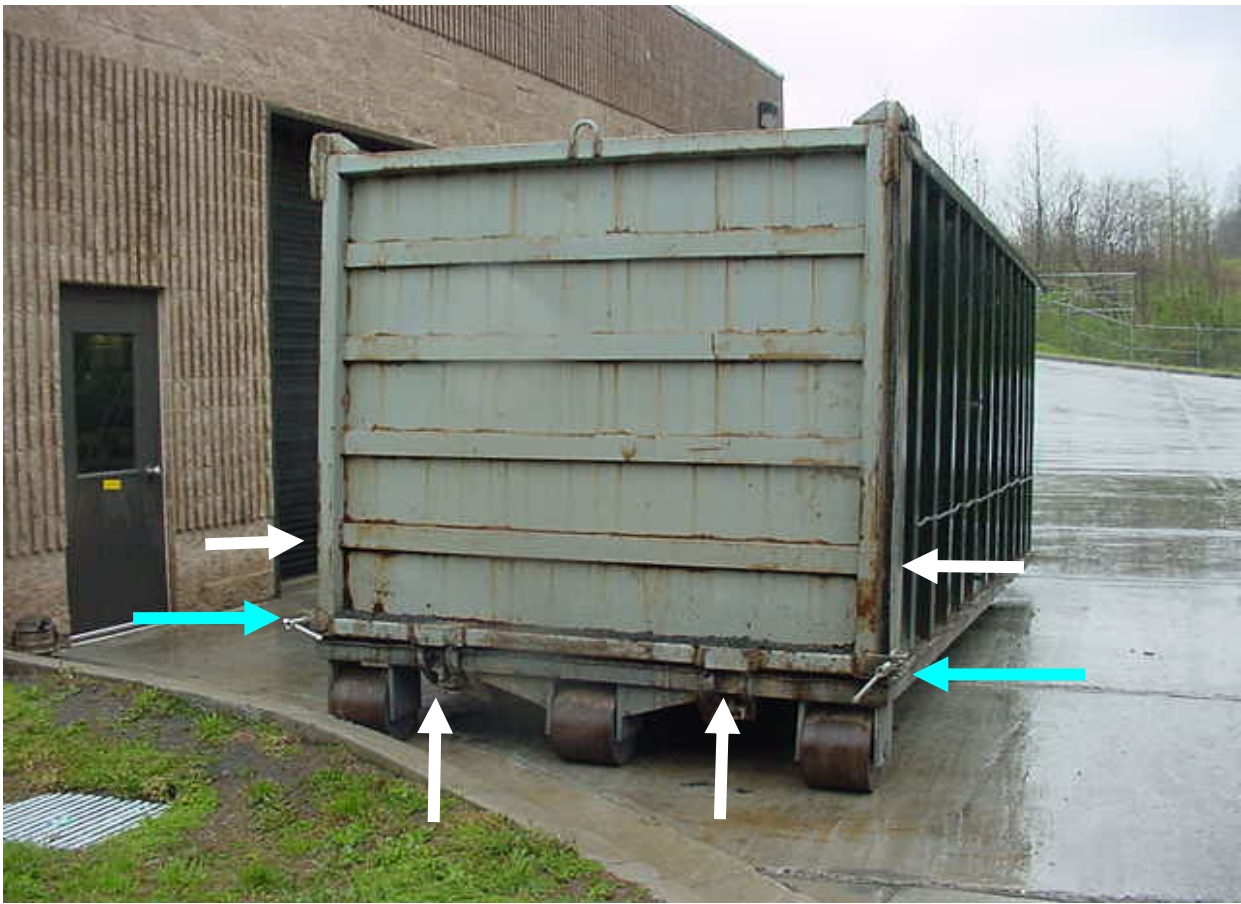
Picture # 10



Picture # 11



Picture group 4 Latches & Rollers

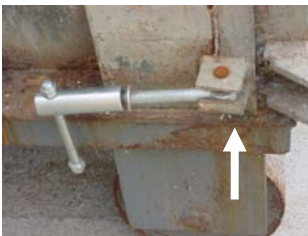


Picture 12

Approximate Location of 2 Hand Crank Manual latches (Blue)  
Approximate Location of 4 air operated latches (White)



Picture # 13  
Replacement Manual latch assembly



Picture # 14  
Lip on bottom bracket that  
holds latch back during dumping



Picture 15  
Shows manual latch in place and 1 air latch



Picture 16

Arm of air latch lock in place



Picture 17



Picture 18

Coverplate for adjustment



Picture 18A

Air line quick connect on drivers' side of truck



Picture 19

Rollers, manual latches and location (white arrow) of additional air latches



Picture 20

Ladder and walk-rail (tarp rail) on the aluminum body. Steps are spaced too far apart, and there are none at the top.



Picture 21

Steel ladders are spaced better, but the  $\frac{3}{4}$ " rebar will not allow for reflective stripe.



## **BID #: 04-210 – SLUDGE HAULING CANISTERS**

### **ALTER/QUESTIONS**

No verbal alterations of solicitations permitted. Submit questions regarding this request in writing or by facsimile (434/845-0711) to the Procurement Division, not less than seven (7) days prior to the closing date. Any necessary replies will be issued in the form of addenda to all prospective offerors of record. Deadlines will be modified accordingly if necessary.

### **APPEALS**

#### **SEC. 2.2-4365. ADMINISTRATIVE APPEALS PROCEDURE**

- (A) A public body may establish an administrative procedure for hearing (i) protest of a decision to award or an award, (ii) appeals from refusals to allow withdrawal of bids, (iii) appeals from disqualifications and determinations of nonresponsibility, and (iv) appeals from decisions on disputes arising during the performance of a contract, or (v) any of these. Such administrative procedure shall provide for a hearing before a disinterested person or panel, the opportunity to present pertinent information and the issuance of a written decision containing findings of fact. The disinterested person or panel shall not be an employee of the governmental entity against whom the claim has been filed. The findings of fact shall be final and conclusive and shall not be set aside unless the same are (a) fraudulent, arbitrary or capricious; (b) so grossly erroneous as to imply bad faith; or (c) in the case of denial of prequalification, the findings were not based upon the criteria for denial of prequalification set forth in subsection B of Sec. 2.2-4317. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner.
- (B) Any party to the administrative procedure, including the public body, shall be entitled to institute judicial review if such action is brought within thirty days of receipt of the written decision.

### **BRAND NAME**

State Brand Name \_\_\_\_\_ and Model Number \_\_\_\_\_

### **CANCELLATION**

The City reserves the right to cancel any resultant contract with thirty- (30) days written notice to the vendor if deemed to be in the best interest of the City.

### **CERTIFY NON-DISC**

By submitting their bid/proposal, or by acceptance of this purchase order, all bidders and offerors certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's with Disabilities Act, the Americans with Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.

1. During the performance of this contract, the Contractor agrees as follows:
  - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
  - C. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **CRIMINAL STATUS**

Have the individual(s), owners, or principal's officers of the firm submitting the bid ever been convicted of a felony or a misdemeanor involving moral turpitude, that would adversely affect the ability to perform the contract?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, list individual or officer and title and supply the criminal information. Answering yes to this question will not necessarily exclude, your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed to determine if it will impact performance.

## **DESCRIPTIVE LIT**

As part of the evaluation process, descriptive literature is necessary for the product you propose to furnish.

## **DRUGS & ALCOHOL**

### **SEC. 2.2-4312 DRUG FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Successful contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute same to City employees.

Successful contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right to cancel the contract.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **EQUIPMENT TESTED**

Bids submitted on equipment must be manufacturer's latest consumer tested and proven model, and must meet or exceed standards set by OSHA, State or Federal agencies governing such equipment.

Successful bidder may be required to submit names and locations of current users.

## **FALSE INFORMATION**

The City reserves the right to cancel any contract if in the opinion of the City the bidder provided false, inaccurate or misleading information in the bid documents or if the bidder withheld information from the City regarding the bidder's moral and business integrity and reliability as it relates to the good faith promise of the contract.

## **FIRM PRICING**

Unless exception is taken by the offeror, prices quoted are to remain firm for the duration of contract.

## **FREIGHT**

All bids must be FOB: Destination, Inside Delivery, Off Loaded.

## **GOVERNING LAW:**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance.

## **INS. SURCHARGE**

Vendor is responsible for cost of insurance; City of Lynchburg will not pay insurance surcharge.

## **INSURANCE**

In order to accomplish the indemnity requirements, the successful bidder shall be required to furnish a Certificate of Insurance as per the attached Insurance Requirements Form. Such insurance policy shall name the City, its employees, officials and agents as insured parties and shall contain provisions that the City shall be given thirty (30) days written notice prior to any cancellation or reduction in the required coverage. The insurance required hereunder shall be primary, and any insurance of self-insurance maintained by the City will be in excess of and shall not contribute with the insurance required of the successful bidder.

**INSURANCE REQUIREMENTS**

Insurance requirements will be coordinated by Blake Isley, Risk Manager, Telephone # 434/455-3811.

**NON DISC.**

The attached Certification of Non-Discrimination and Anti-Collusion Statement is to be signed and returned as part of the contract.

**NON-PERFORMANCE**

Non-performance within time specified on bid may result in order cancellation and charge backs to the vendors for cost differences incurred by the City.

**PAST PERFORMANCE**

The City reserves the right to consider past City or non-City contract performance of any vendor as part of the evaluation criteria before making an award.

**PAYMENT AND INVOICE PROCESSING:**

Invoice processing is to be in strict accordance with the rules and regulations set forth by the City's Financial Services Division, and The Code of Virginia Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. Payment will not be made until proper invoice is received from the Contractor. No promise or commitments on the part of any employee of the City shall bind the City to any other terms and conditions other than those set forth in procedures issued by the Financial Services Division.

**PERMITTED CONTRACTS WITH CERTAIN RELIGIOUS ORGANIZATIONS;  
PURPOSE; LIMITATIONS. SEC. 2.2-4343.1**

- (A) It is the intent of the General Assembly, in accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, to authorize public bodies to enter into contracts with faith-based organizations for the purposes described in this section on the same basis as any other nongovernmental source without impairing the religious character of such organization, and without diminishing the religious freedom of the beneficiaries of assistance provided under this section.
- (B) For the purposes of this section, "faith-based organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

**QUANTITIES**

Quantities are estimates for bidding purposes only. The City of Lynchburg reserves the right to purchase more or less as needed during the period of the contract.

**REFERENCES**

The City reserves the right, as part of the evaluation process, to require the apparent low bidder to furnish references to qualify as a responsible vendor.

**RELATED ITEMS**

The City reserves the right to purchase other related items not specifically listed at the same price structure as used in determining the items listed for bidding purposes.

**STATE CORPORATION COMMISSION (SCC) REGISTRATION:**

If listed as a Corporation, bidders must also submit documentation; copy attached, with their response/proposal, that they are currently registered with the Virginia State Corporation Commission.

**TAX EXEMPT STATUS**

As a municipality, the City is exempt from the payment of sales tax pursuant to the Laws of the Commonwealth of Virginia. Contractor shall take all necessary steps authorized by law to eliminate the payment of any and all taxes that may otherwise be due and payable to the Commonwealth of Virginia in connection with this Contract, and the products and services to be furnished thereunder.

**TRAVEL TIME**

Travel time to and from job site and vehicle usage charge must be included in your bid price. The City of Lynchburg will not pay any charges for any item not included in the bids.

## INSURANCE REQUIREMENTS

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
  2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
  3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
  4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
  5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
  6. All rights of subrogation against the City shall be waived.
  7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply\_\_\_\_\_
- 
8. All coverages for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

**ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING**

If a limited liability company, limited liability partnership or a limited partnership indicate below:

- Check one: ☐ Limited liability company  
☐ Limited liability partnership  
☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No

Name and address of organizer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List who is authorized to execute contracts: \_\_\_\_\_

\_\_\_\_\_

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: \_\_\_\_\_

Owner's name and address: \_\_\_\_\_

Registration date: \_\_\_\_\_ Expires: \_\_\_\_\_

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

\_\_\_\_\_

If you are a sole proprietor using an assumed name, please list below:

\_\_\_\_\_

Registration date: \_\_\_\_\_ Expires: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+					
or								
Employer identification number								
	+							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

## Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.





## CITY OF LYNCHBURG, VIRGINIA TERMS & CONDITIONS

NOTE: BIDS NOT IN COMPLIANCE WITH THESE CONDITIONS AND INSTRUCTIONS ARE SUBJECT TO REJECTION.

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto, which will become a part of the bid. Each bid must be submitted in a separate envelope, and each envelope must be clearly marked with one (1) bid number and one (1) bid opening date. Any bids included in envelope for other opening dates are subject to rejection.
2. Bids and amendments thereto, if received by the City after the date and time specified for bid opening, are NOT considered. It is the responsibility of the Bidder to see that bids are in this office by the specified time and date. There will be no exceptions. Date of postmark is NOT considered. Phone and Fax bids are not accepted for sealed Bids.
3. Prices must be stated in units of quantity as specified on the bid forms that shall include freight and handling to the destination, less Federal, State, and Local taxes. Inside delivery where specified. In case of error in the extension of prices, the unit price shall govern.
4. The quoted delivery must be stated in definite terms. If delivery for different commodities vary, the Bidder shall so state.
5. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.
6. Unless qualified by the provisions **NO SUBSTITUTE**, the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than that specified, Bidder must furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interest of the City. If the Bidder does not indicate that the commodity quoted is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified.
7. Award will be made to the lowest responsible and responsive qualified bidder. The quality of the goods and services to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
8. Acceptance of a bid by the City will be in the form of a written purchase order delineating required goods or services, whether original or confirmation.
9. Each bid is received with the understanding that the acceptance, made in writing by the City, of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
10. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
11. In the event of default by the Contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned hereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment herefor shall be made at a proper reduction in price.
12. The Contractor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee.
13. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections typed adjacent; they must be initialed and dated in ink by person signing quotation.
14. All quotations must be signed indicating the firm name, by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. **UNSIGNED BIDS ARE SUBJECT TO REJECTION.**
15. A bid may be withdrawn **ONLY** if the Bidder notifies the Purchasing Office in writing of his intent to withdraw within two business days after the public bid opening. Such withdrawal shall be permitted only due to a clerical mistake, unintentional arithmetic error, or unintentional omission which caused his bid to read substantially lower than all others received. Requests to withdraw a bid must be confirmed in writing, stating the reason, and will become part of the bid file. Withdrawal of bids does **NOT** confer the right to correct or change a bid.
16. If you do not quote, return this sheet and state reason. Otherwise, your firm is subject to removal from our vendor list.
17. Bidder declares that this bid is not the result of or affected by any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.
18. The City reserves the right to award by item, groups of items or total bid, to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgement, the best interest of the City will be served.